



City of NORFOLK

C: Dir., Norfolk Community Services Board

To the Honorable Council
City of Norfolk, Virginia

April 26, 2016

From: Sarah Paige Fuller, Director of Community
Services Board

Subject: Grant Award of up to \$282,984
from the Virginia Department of
Behavioral Health and Developmental
Services

Reviewed: Wynter C. Benda
Wynter C. Benda, Deputy City Manager

Ward/Superward: All

Approved: Marcus D. Jones
Marcus D. Jones, City Manager

Item Number:

R-7

- I. **Recommendation:** Adopt Ordinance
- II. **Applicant:** City of Norfolk
- III. **Description:**
This agenda item is an ordinance to accept a grant award of up to \$282,984 from the Virginia Department of Behavioral Health and Developmental Services ("VDBHDS") through Hampton-Newport News Community Service Board ("HNN-CSB"). Norfolk Community Services Board ("NCSB") is a sub-recipient of this grant.
- IV. **Analysis**
This is a two-year grant beginning with FY 2016. This grant will provide permanent supportive housing to individuals who can be discharged from Eastern State Hospital and live independently in the community.
- V. **Financial Impact**
This grant provides NCSB with \$141,474 the first year and \$141,510 the second year. No local match is required for this grant.
- VI. **Environmental**
N/A
- VII. **Community Outreach/Notification**
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

The grant award was reviewed by the NCSB Board of Directors

IX. Coordination/Outreach

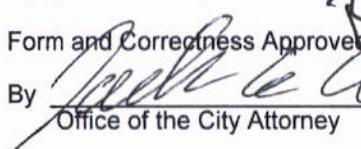
This letter and ordinance have been coordinated with the Department of Finance, the Office of Budget & Strategic Planning and the City Attorney's Office.

Supporting Material from the Norfolk Community Services Board:

- Ordinance
- Grant Award Contract No. 720C-04454-16L-1

4/4/2016 JEC/11

Form and Correctness Approved: 

By 
Office of the City Attorney

Contents Approved:

By 
DEPT. NCSB

NORFOLK, VIRGINIA

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

\$ 282,984

2275-31-9156 ^{be}


Director of Finance

Account
4/4/16
Date

ORDINANCE No.

AN ORDINANCE ACCEPTING A GRANT AWARD OF UP TO \$282,984.00 FROM THE VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES THROUGH THE HAMPTON-NEWPORT NEWS COMMUNITY SERVICES BOARD TO NORFOLK COMMUNITY SERVICES BOARD TO PROVIDE PERMANENT SUPPORTIVE HOUSING TO INDIVIDUALS IN EASTERN STATE HOSPITAL ABLE AND ELIGIBLE TO LIVE INDEPENDENTLY IN THE COMMUNITY, AND APPROPRIATING AND AUTHORIZING EXPENDITURE OF THE GRANT FUNDS.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That a grant of \$282,984.00 from the Virginia Department of Behavioral Health and Developmental Services through the Hampton-Newport News Community Services Board to Norfolk Community Services Board to provide supportive housing to individuals in Eastern State Hospital able and eligible to live independently in the community is hereby accepted.

Section 2:- That \$282,984.00 in grant funds is hereby appropriated and authorized for expenditure, if and when made available from the Virginia Department of Behavioral Health and Developmental Services through the Hampton-Newport News Community Services Board.

Section 3:- That this ordinance shall be in effect from and after its adoption.

DBHDS

Virginia Department of
Behavioral Health and
Developmental Services

COPY

CONTRACTOR: Hampton-Newport News Community Service Board (CSB)	CONTRACT No. 720C-04454-16L-1
	MODIFICATION No. N/A
ADDRESS: 300 Medical Drive	CONTRACT TYPE: FIXED PRICE
Hampton, Virginia 23666	CURRENT FUNDS: \$567,199.51 (2 year period)
	EXISTING FUNDS: N/A
	TOTAL FUNDED VALUE: \$567,199.51 (2 year period)

INTRODUCTION

This contract Agreement, February 11, 2016 is made between the Commonwealth of Virginia, Virginia Department of Behavioral and Developmental Services (DBHDS) (hereinafter known as "Buyer"), and Hampton-Newport News Community Service Board (HNN-CSB), hereinafter known as "Seller". The Statement of Work will be performed on an the agreed upon price, in accordance with this Schedule A, below, and any referenced documents listed in 10.0 Order of Precedence section of this agreement.

SCHEDULE A

Service Description / Specific Terms and Conditions

- 1.0 **Purpose:**
The purpose of this agreement is to enter into a contract with HNN-CSB to provide permanent supportive housing services in accordance with the RFP #720C-04454-16L for those individuals within Health Planning Region 5 (Tidewater).
- 2.0 **Funding:**
The total not-to-exceed price for all work to be performed under this contract term is \$567,199.51
- 3.0 **Period of Performance:**
The Period of Performance for this contract is March 1, 2016 through February 28, 2018.
- 4.0 **Scope of Work:**
HNN-CSB shall provide all personnel, activities, office equipment and services in accordance with the attached STATEMENT OF WORK.
- 5.0 **Deliverables:**
HNN-CSB will provide Specific Tasks as detailed in the attached Statement of Work and approved by DBHDS Technical Person.
- 6.0 **Consideration, Compensation and Payment:**
 - 6.1 Other than the initial payment, made at the execution of the contract, per section 6.10

property of DBHDS during, upon and after contract expiration. HNN-CSB shall return any such equipment within thirty (30) days upon completion or cancellation of this contract. In addition, HNN-CSB shall return any equipment purchased under this Agreement if such equipment is not solely being utilized for the activities outlined in this agreement unless otherwise mutually agreed upon in writing.

6.8 No changes/increases to contract cost for subsequent renewals will be allowed unless additional funding is approved as appropriations by the General Assembly.

6.9 DBHDS agrees to pay HNN-CSB a total award of up to an amount, not to exceed, \$567,199.51 for the period March 1, 2016 through February 28, 2018 and shall be in accordance with the budget (\$283,599.55 - Year One and \$283,599.96 Year -Two) in accordance with and outlined in the attached Revenue and Expense Report.

6.10 Payment Schedule for HNN-CSB shall be made as detailed below:

- The first quarterly payment of \$88,634.00 will be made upon execution of the contract.
- All other quarterly payments will be made once the delivered services have been met and approved by the DBHDS Technical Person / Contract Administrator and the required quarterly invoice and the Revenue Expense Report are received and approved.

The remaining quarterly payments for Year 1 and Year 2, after the first quarterly payment referenced above, are estimated to be \$68,366.50 and may be increased/decreased by actual services performed during the quarter, of which will be approved by the DBHDS Technical Person / Contract Administrator.

All quarterly payments combined will not exceed the total awarded contract value.

6.11 DBHDS reserves the right to grant one-time money, when available, to the contract. There may be more than once each contract year that one-time money is granted. The granting of the one-time money will be handled by contract modification agreement, which shall include an additional scope of work and a budget to accomplish the additional scope of work.

Any advance funding shall be approved by DBHDS Finance Office prior to DBHDS Contract Administrator before processing.

7.0 Budget:

See the attached Revenue and Expense Report for the detailed line item cost.

8.0 Technical and Contractual Representatives:

The following authorized representatives are hereby designated for this Subcontract:

- f. **Availability of Funds:** It is understood and agreed between the parties herein that the Buyer shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.
- g. **Drug Free Workplace:** During the performance of this contract, the Seller agrees to (i) provide a drug-free workplace for the Seller's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Seller's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Seller that the Seller maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Seller, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- h. **Contractual Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Seller's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment amounts agreed due in the final payment.

The claim shall be filed with the Administrative Services Director setting forth the factual basis for the claim. The Administrative Services Director shall review the claim and notify the Seller of the decision by certified mail within fifteen (15) days of receipt. The notification shall set forth the reasons for the decision and inform the Seller that they may request a review of the decision by the Commissioner by filing such request within ten (10) days of receipt of the initial decision. The Commissioner may convene a panel to advise on a decision. The Commissioner shall render a final decision setting forth the reasons for the decisions within thirty (30) days of receipt of the request for review.

The Seller may not institute legal action prior to receipt of the Commissioner's decision on the claim as provided in § 2.2-4364 of the *Code of Virginia*, unless the Commissioner fails to render the decision within thirty (30) days of receipt of the claim.

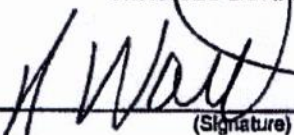
Failure of the Administrative Services Director or Commissioner to render a decision within the time frames specified shall not have the effect of affirming or denying the claim, but shall only permit the Seller to proceed to the next step in the process. (§ 2.2-4363 of the *Code of Virginia*).

- i. **Lobbying:** The Contractor agrees and fully understands that no portion of funds received from the Contracting Agency under this contract shall be used for lobbying efforts either

- c. Attachment A – Special Terms and Conditions
- d. Attachment B – General Terms and Conditions
- e. Attachment C - Revenue and Expense Report

In witness whereof, the duly authorized representatives of Buyer and the Seller have executed this contract on the Dates shown.

**HAMPTON-NEWPORT NEWS COMMUNITY
SERVICES BOARD (CSB)**


(Signature)

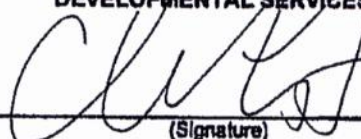
NAME: NATALE WARD

TITLE: EXECUTIVE DIRECTOR

DATE:

2/18/16

**DEPARTMENT OF BEHAVIORAL HEALTH AND
DEVELOPMENTAL SERVICES**


(Signature)

NAME: CHRISTOPHER FOCA

TITLE: PROCUREMENT DIRECTOR

DATE:

02/23/16

- Completing housing and service needs assessments and individual service plans with participants and providing them access to a full range of treatment and support services grounded in principles of recovery and in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Eight Dimensions of Wellness
2. The PSH program shall identify initial housing units within 30 days of this performance contract, become substantially operational within 5 months, and maintain an occupancy rate at or above 90% (i.e. 14 or more tenants) within the first year of the contract. If the PSH program is not growing at a rate that will achieve this caseload size, the CSB shall provide a written explanation to DBHDS, upon request, and seek technical assistance from the Office of Mental Health Services.
 3. The HNN-CSB shall design and implement its PSH program with a high level of fidelity to the SAMHSA PSH evidence based practice.
 4. The HNN-CSB shall provide the Consumer ID as reported in CCS, 3 data element # 7 (within CSS) assigned to each individual receiving services through its PSH program and a copy of the individual's lease to DBHDS' Office of Mental Health Services within 30 days of execution.
 5. The HNN-CSB shall maximize billing and collection of funds from other sources, in the contract body, to increase the funds available for the PSH program.
 6. The HNN-CSB shall include and provide, in the form and format prescribed by DBHDS, applicable information about individuals receiving PSH services and the services they receive in the CSB's information system and its CCS 3 monthly extracts.
 7. The HNN-CSB shall reserve any FY PSH state mental health funds that remain unspent at the end of the contract term to be used only for the PSH in subsequent fiscal years as authorized by the Department.
 8. The HNN-CSB shall submit implementation status reports for the PSH program as requested by the Office of Mental Health Services during the first year of funding.
- C. Conflicts:** In the event of any conflict between provisions in this exhibit and in the contract body, the provisions in this exhibit shall control.

subsequent renewals will be allowed unless additional funding is approved as appropriations by the General Assembly and agreed upon by both parties. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

5. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
6. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
7. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
8. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
9. **SECURITY COMPLIANCE**
Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the (name of Agency) then-current security procedures as are pertinent to Supplier's operation

- Provide access to PHI contained in a designated record set to the DBHDS, in the time and manner designated by the DBHDS, or at the request of the DBHDS, to an individual in order to meet the requirements of 45 CFR 164.524.
- Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of the DBHDS;
- Document and provide to DBHDS information relating to disclosures of PHI as required for the DBHDS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.524;
- Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by a contractor on behalf of DBHDS, available to the Secretary of the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;
- At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by a Contractor on behalf of the DBHDS that the contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- Contractor(s) may use or disclose PHI received from the DBHDS, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Contractor(s) may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person whom to the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law of for the purpose for which it was disclosed to the person, and that person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**
(Insert wording below appropriate to the solicitation type as indicated):
 - 1. **(For Invitation For Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 - 2. **(For Request For Proposals):** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
 - 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement	
Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	
	\$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031 per <i>Code of Virginia</i> § 8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to

Attachment C – Revenue and Expense Report

HNNCSB PSH Revenue & Expense Report	Year One Budget	YTD Exp
<u>Revenue</u>		
Tenant Rent Contribution		
Other Revenue		
Total Revenue	\$ -	\$ -
<u>Operating Expense</u>		
Staffing		
Fringe		
Total Personnel	\$ 77,183.30	\$ -
Office (supplies, computers, phones)	\$ 11,350.25	
Client Engagement Supplies & Travel	\$ 4,000.00	
Staff Travel	\$ 7,334.00	
Vehicle Purchase & Maintenance	\$ 48,000.00	
Staff Training	\$ 2,500.00	
Administrative Overhead	\$ 5,000.00	
Total Operating Expense with Personnel	\$ 155,367.55	\$ -
<u>Housing Support Expense / Reserve Fund</u>		
Rent/Utility Allowance	\$ 88,400.00	
Furniture/Furnishings	\$ 8,000.00	
Client Assistance & Fees (resolve debts, applications, moving, etc.)	\$ 12,532.00	
Extermination, Remediation	\$ 4,200.00	
Damages, Remediation	\$ 1,700.00	
Security and Utility Deposits	\$ 13,400.00	
Total Housing Support Expense / Reserve Fund	\$ 128,232.00	\$ -
Total Expenses (Personnel, Operating and Support/Reserve Fund)	\$ 283,599.55	\$ -

BUSINESS ASSOCIATE AGREEMENT

Department of Behavioral Health and Developmental Services BUSINESS ASSOCIATE AGREEMENT QUALIFIED SERVICE ORGANIZATION AGREEMENT

PREAMBLE

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information, and the 2013 HIPAA Omnibus Rule, 45 CFR part 160 and part 164 subparts A and E ("Privacy Rule"), and the Health Insurance Reform: Security Standards, Final Rule, 45 CFR part 164 subpart C ("Security Rule"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and pursuant to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records Regulation, 42 CFR Part 2, (collectively the "HIPAA Privacy and Security Rules"), the Department of Behavioral Health and Developmental Services (DBHDS), and the Business Associate/Qualified Service Organization (collectively, the "Parties") wish to enter into an Agreement that addresses the requirements of the HIPAA Privacy and Security Rules.

NOW, THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants, promises, and stipulations set forth below, agree as follows:

1. DEFINITIONS

1.1 "Department" means the Department of Behavioral Health and Developmental Services (DBHDS), "covered entity" as defined by 45 CFR § 160.103. The Department is a hybrid entity, as defined by 45 CFR § 160.504.

1.2 "Business Associate" means HNN-CSB, Inc., a corporation with its principal place of business at 300 Medical Drive, Hampton, VA 23666, a "business entity" as defined by 45 CFR § 160.103. A business associate is one that creates, receives, maintains, or transmits PHI on behalf of a covered entity, as well as other specific types of organizations. Business associate contracts must specify requirements for breach notification, electronic access to PHI, etc. Subcontractors are now considered business associates and are bound by the same HIPAA privacy and security requirements.

1.3 "Protected Health Information" or "PHI" means individually identifiable health information maintained or transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials that relate to: (i) the past, present, or future physical or mental health or condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present, or future payment for the provision of health care to an individual.

1.4 "Qualified Service Organization" means _____ a Virginia corporation with its principal place of business at _____, a "qualified service organization" as defined by 42 CFR §2.11.

1.5 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

1.6 "Underlying Service Agreement" means the contract, agreement, or arrangement (written or unwritten) in effect that governs interactions between the DBHDS and the Business Associate/Qualified Service Organization.

3.1. Report to the DBHDS Privacy Officer, in writing, any use and/or disclosure of the PHI that is not permitted or required by the Underlying Services Agreement of which it becomes aware at the earliest opportunity (but in no event later than fifteen (15) days of the Business Associate/Qualified Service Organization's discovery of such unauthorized use and/or disclosure). Report each individual whose PHI was, or is reasonably believed to have been, accessed, acquired or disclosed.

3.2. Report to the DBHDS Security Officer, in writing, any security incident disclosing PHI of which it becomes aware at the earliest opportunity (but in no event later than fifteen (15) days of the Business Associate/Qualified Service Organization's discovery of such unauthorized use and/or disclosure). In addition, the Business Associate/Qualified Service Organization shall determine whether an event described in this paragraph is a breach of unsecured Protected Health Information that presents a significant risk of financial, reputational or other harm to affected individuals, all within the meaning of the breach notification requirements of the HITECH Act (a "Breach"). If the Business Associate/Qualified Service Organization determines that a Breach has occurred, it shall notify the Plan without unreasonable delay and in no case later than five (5) days following discovery of the Breach. At the election of DBHDS, the Business Administrator shall:

(1) include in its notice to the DBHDS, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate/Qualified Service Organization to have been, accessed, acquired, used or disclosed during the Breach. At the time of such notification or as promptly thereafter as the information becomes available, the Business Associate/Qualified Service Organization shall also provide to the Plan any other available information that the DBHDS is required to include in notification to the individual under the HITECH Act; or

(2) provide notice directly to all affected individuals, which shall include, to the extent possible, the following information:

A. A brief description of what happened, including the date of the Breach and the date of discovery, if known.

B. A description of the types of unsecured PHI involved (such as full name, Social Security number, date of birth, home address, account numbers, etc.)

C. The steps individuals should take to protect themselves from potential harm resulting from the Breach.

D. A brief description of what Business Associate/Qualified Service Organization is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches.

E. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, web site or postal address.

Such notification shall be made without unreasonable delay and in no case later than 60 days following discovery of the Breach. However, notification will be delayed if a law enforcement official determines that it would impede a criminal investigation or cause damage to national security. Notice will be provided by first class mail or by email if the individual has indicated that he prefers that form of delivery. Where Business Associate/Qualified Service Organization and the DBHDS do not have sufficient contact information to permit direct written contact, Business Associate/Qualified Service Organization shall provide alternative notice which may include posting on its web site or other media. Such posting will include a toll-free

3.12. Make any amendment(s) to the PHI that the DBHDS directs or that is required pursuant to 45 CFR § 164.526.

3.13. Business Associate acknowledges that as it is also a Qualified Service Organization pursuant to 42 CFR Part 2 to the extent it, as defined by 42 CFR 2.11 and accordingly may be receiving, storing, processing, or otherwise dealing with any patient substance abuse application, enrollment and treatment records from the DBHDS covered services, it is fully bound by 42 CFR Part 2; and if necessary, will resist in judicial proceedings any efforts to obtain access to substance abuse patient records except as permitted by 42 CFR Part 2

4. OBLIGATIONS OF THE DBHDS

4.1. The DBHDS shall provide the Business Associate/Qualified Service Organization with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect the Business Associate/Qualified Service Organization's permitted or required uses and disclosures.

4.2. The DBHDS shall notify the Business Associate/Qualified Service Organization of any restrictions to the use that would not be permissible under the HIPAA Privacy or Security Rules if done by the DBHDS, to the extent that such changes may affect the Business Associate/Qualified Service Organization's use or disclosure of PHI.

5. TERM AND TERMINATION OF AGREEMENT

5.1. **Term.** This Agreement shall be effective as of the date of the Underlying Service Agreement, and shall terminate when all of the PHI provided by the DBHDS to the Business Associate/Qualified Service Organization, or created or received by the Business Associate/Qualified Service Organization on behalf of the City, is destroyed or returned to the DBHDS, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section.

5.2. **Termination for Cause.** If a party hereto has knowledge of a material breach by the other, the non-breaching party shall take the following actions:

- a. provide an opportunity for the breaching party to cure the breach or otherwise take corrective action, and if the breach is not cured or corrected, the non-breaching party may cease delivery of PHI or terminate the Agreement;
- b. immediately terminate this Agreement if breaching party has breached a material term and cure is not possible; or
- c. if neither cure nor termination is possible, the non-breaching party shall report the violation(s) to the Department of Health and Human Services. The non-breaching party reserves the right, in any situation in which a material breach by the breaching party occurs, to report such violation(s) to the Department of Health and Human Services.

5.3. **Termination of Underlying Service Agreement.** The Parties agree that the termination of the Underlying Service Agreement between the Parties will result in the termination of this Agreement. The Business Associate/Qualified Service Organization shall authorize termination of the Underlying Service Agreement by the DBHDS, if the DBHDS determines that the Business Associate/Qualified Service Organization has violated a material term of the Underlying Service Agreement.

caused by or resulting from or arising out of any act or omission on the part of the Business Associate/Qualified Service Organization, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any duty or by the Privacy or Security Rules required by this Agreement. The Business Associate/Qualified Service Organization agrees to indemnify and hold harmless the DBHDS and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, and (b) the violation of any law applicable to this Agreement. Upon written demand by the DBHDS, the Business Associate/Qualified Service Organization shall assume and defend at the Business Associate/Qualified Service Organization's sole expense any and all such suits or defense of claims made against the DBHDS, its agents, volunteers, servants, employees, or officials.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and year stated above.

Department of Behavioral Health
and Developmental Services

Hampton-Newport News Community
Service Board (CSB)

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Christopher Fera
Director, OAS

Natalie Ward
Executive Director